

SOUTH PARK STAKEHOLDERS GROUP



EMPLOYEE MANUAL

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NATURE OF EMPLOYMENT

This handbook is intended to provide employees with an understanding of our personnel and organizational policies. Employees are encouraged to familiarize themselves with the contents of this handbook; it will answer many common questions concerning employment with South Park Stakeholders Group (SPSG), which is the managing entity of the South Park Business Improvement District and South Park II Business Improvement District.

Neither the employee nor SPSG is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time. SPSG reserves the right to change, revise or eliminate any of the policies and/or benefits described in this handbook, except for its policy of employment-at-will. The only recognized deviations from the stated policies are those authorized in writing and signed by the SPSG President or in the case of non-management employees, the Executive Director of SPSG.

AT-WILL EMPLOYMENT

Your employment with SPSG is at-will. This means that you may quit at any time and SPSG may terminate your employment at any time, with or without cause. There is no promise that your employment will continue for a set period of time, nor is there a promise that you will only be terminated for good cause.

No employee or representative of SPSG, except the Executive Director, has any authority to enter into an employment agreement for any specified period of time or to make any agreement contrary to the foregoing. The Executive Director can enter into an agreement contrary to the above policy only if that agreement is in writing and is fully executed by the SPSG Board President and executive staff. This policy supersedes all written and oral representations that are in any way inconsistent with it.

EMPLOYEE RELATIONS

SPSG believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this industry. If employees have concerns about work conditions or compensation, they are encouraged to voice these concerns directly to their supervisor, the Executive Director or a member of the SPSG Executive Staff in written form and in a timely manner.

Experience has shown that when employees deal openly and directly with supervisors the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe SPSG demonstrates a commitment to employees by responding effectively to employee concerns.

EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at SPSG will be based on merit, qualifications, and abilities. SPSG does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

EMPLOYMENT APPLICATIONS

SPSG relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in SPSG's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join SPSG are well qualified and have a strong potential to be productive and successful, it is the policy of SPSG to check the employment references of all applicants. SPSG will respond to all reference check inquiries from other employers or financial institutions upon verification of written permission from the employee. Responses to such inquiries will confirm only dates of employment and position(s) held.

In connection with your application for employment, we may procure a consumer and/or investigative report on you from an outside agency as part of the process for considering your candidacy as an employee. Information may be developed regarding your social security number, driving record, criminal history and other information as it relates to your position, to the extent permitted by law from available public records.

In the event that information from the report is utilized in whole or in part in making an adverse decision with regard to your potential employment, before making the adverse decision we will provide you with a copy of the report as required under law.

EMPLOYMENT CATEGORIES

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws.

NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws.

EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by SPSG management.

In addition to the above categories, each employee will belong to one of the following employment categories:

FULL-TIME employees are those who are not in an introductory status and who are regularly scheduled to work more than thirty-two (32) hours per week. Generally, they are eligible for SPSG's benefit package, subject to the terms, conditions, and limitations of each benefit program. See the "Benefits" section of this employment manual for more details.

PART-TIME employees are those who are not assigned to an introductory status and who are regularly scheduled to work less than thirty-two (32) hours per week. Part-time employees will receive all legally mandated benefits (such as Social Security and workers' compensation insurance); holiday pay; however, they are not eligible for SPSG's benefit package.

INTRODUCTORY employees are those whose performance is being evaluated to determine whether further employment in a specific position or with SPSG is appropriate. If at any time before or at the ninety (90) day period management reserves the right to extend the introductory period in ninety (90) day increments to allow an employee to show his/her intent to improve and desire to keep moving forward to retain a permanent position with SPSG. See the "Introductory Period" section of this employment manual for more details.

All employees, no matter how classified, are at-will employees.

JOB POSTING AND EMPLOYEE REFERRALS

SPSG provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. In general, notices of all full-time and part-time job openings are posted, although SPSG reserves its discretionary right to not post a particular opening.

SPSG recognizes the benefit of developmental experiences and encourages employees to talk with supervisors about career plans. Supervisors are encouraged to support employees' efforts to gain experience and advance within the organization.

SPSG also encourages employees to identify friends or acquaintances who are interested in employment opportunities and refer qualified outside applicants for posted jobs or volunteer positions. Employees should obtain permission for the individual before making a referral, share their knowledge of the organization and not make commitments or oral promises of employment.

DRUG FREE WORK ENVIRONMENT

SPSG is a drug free work environment. Upon final interview, you may be asked to take a drug test, at a preauthorized facility, to ensure that you support a safe work environment by being drug free. If you test clean, this does not guarantee you a position with the company. However, will allow the application review to move forward.

At any time, we reserve the right to do random drug testing to ensure that our employees are keeping to safe practices and are not using drugs that would impair your abilities to complete your work safely. If at any time an employee is randomly screened and test positive for drug use, you will be terminated immediately.

Any type of non-prescriptive or illegal drug is not to be stored in lockers or carried on you while at work.

If you have any information on an employee that might be using drugs during scheduled or non-scheduled work time, please notify the Executive Director immediately. Your identity and information provided will remain in confidence during and after the investigation period.

EMPLOYEE MEDICAL EXAMINATIONS

To help ensure that employees are able to perform their duties safely, medical examinations may be required. Current employees may be required to take medical examinations to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at SPSG's expense. Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know.

INTRODUCTORY PERIOD

The ninety (90) day introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. SPSG uses this period to evaluate employee capabilities, habits and overall performance. Either the employee or SPSG may end the employment relationship at will at any time with or without cause or advance notice.

If SPSG determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, further evaluation may be prescribed and the introductory period will be extended. New employees will meet directly with the Executive Director and be notified in writing to the extension timeframe added to the introductory period.

BENEFITS

Eligible employees at SPSG may be provided a range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability and unemployment insurance) cover all employees in the manner prescribed by law. Benefits eligibility is dependent upon a variety of factors, including length of employment. The following benefit programs are currently available to eligible employees upon completion of their introductory period:

- Health Insurance (Full-Time)
- Dental Insurance (Full-Time)
- Holidays (Full-Time and Part-Time)
- Paid Time-Off (PTO) (Full-Time)

SPSG reserves the right to change, amend, or eliminate available benefits at any time.

HEALTH INSURANCE

SPSG's health insurance plan provides full-time employees access to medical and dental insurance benefits. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between SPSG and the insurance carrier. Health benefits are available to continuous, full-time (32 or more average hours per week) employees. These benefits will be made available to you after the introductory period and an agreement on the split between employer and employee contributions will be identified at the time of hiring.

Dependent coverage is offered as well. SPSG will cover fifty percent (50%) of either the employee's "family" (up to five children) or the spouse; not both. The employee is responsible for the remaining fifty percent (50%) and any additional dependents enrolled in the benefit plan are one hundred percent (100%) the responsibility of the employee. Premiums will be paid by the employee via payroll deductions. All fees and availability of insurance are subject to change, with a thirty (30) day notice given prior to any changes.

WORKERS' COMPENSATION

All employees are protected by the State's Workers' Compensation laws. Coverage begins on the employee's first day of work. Any injury is covered by the Workers' Compensation laws if it is caused in the course and scope of employment.

California law guarantees employees' three kinds of workers' compensation benefits:

- i. Medical care to take care of the injury, including not only doctor bills, but also prescription medicine, hospital expenses, fees for lab tests, x-rays and equipment (e.g. crutches). There is no deductible, and all costs are paid directly by the Company's workers' compensation insurance carrier.
- ii. Rehabilitation services necessary to return to work. If the injury keeps an employee from returning to work, the employee may qualify for vocational rehabilitation and retraining. Again, all costs are paid directly by the Company's workers' compensation insurance carrier.

Federal law OSHA requires that employers keep records of all illnesses and accidents which occur during the work day. The California Workers' Compensation Act also requires an employee to report any illness or injury on the job, no matter how slight. If an employee is injured or becomes ill while at work, the employee must report the injury or illness to the Executive Director. If an employee fails to report an injury, the employee may jeopardize his or her right to collect workers' compensation payments as well as health benefits. OSHA also provides for an employee's right to know about any health hazards which might be present on the job. SPSG is aware of none.

Election of Treating Physician: Under the recently revised Workers Compensation laws, Labor Code, if you are injured, you must go to a Physician who has been chosen by your employer and the Workers Compensation Carrier, unless you have elected to have your own physician be a treating physician. This physician must accept the responsibility of being the primary healthcare provider for your occupational injury.

The Personal Physician Designation Form: This form is given to employees and allows employees the opportunity to designate, in advance of any injury, a personal physician to provide medical care for industrial injuries. This form must be completed at the time of employment and at least annually thereafter if you have changes.

PAYDAYS

All employees are paid twice monthly with paydays being on the first (1st) and fifteenth (15th) days of each month. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Your paycheck is given to only you unless we have authorization from you to give it to someone else.

If requested by a supervisor, it is your responsibility to complete time sheets in a timely manner and turn them into your supervisor no later than the end of the pay period; the tenth (10th) and twenty-fifth (25th) days of each month. If you are late turning this information in you will have to wait to be paid until the next pay period.

TIMEKEEPING AND PAYROLL

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require SPSG to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Altering, falsifying, tampering with time records, not following the timekeeping policy, or recording time on another employee's time record may result in immediate termination. If corrections or modifications are made to the time record both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

SALARY CONFIDENTIALITY

It is customary to maintain confidentiality regarding salary and compensation. Because so many different factors have been taken into consideration in determining your salary, it would be difficult to accurately compare your salary with those of fellow employees. Salary discussions and salary review questions should be limited to your supervisor, the Executive Director or President.

HOLIDAY PAY

All permanent employees are eligible for holiday pay after their introductory period. Full-time employees will be paid 8 hours and part-time employees will be paid six (6) hours.

New Year's Day – January 1st
Martin Luther King Jr. Day (3rd Monday in January)

Washington's Birthday (3rd Monday in February)
Memorial Day
Independence Day – July 4th
Labor Day – First Monday in September
Veterans Day (observed)
Thanksgiving Day and the Friday after Thanksgiving
Christmas – December 25th

On the above listed days, the SPSG likes to run a skeleton maintenance crew and may ask an employee to work voluntarily. If the employee opts to work an established holiday, they will be paid overtime at time and a half (this applies to non-exempt employees only).

PAID TIME-OFF (PTO)

SPSG provides PTO to eligible employees to be used in lieu of traditional absences from work such as vacation, sick, doctor or dentist appointments, waiting periods for workers' compensation coverage, etc. The intent of PTO is to give you the flexibility and responsibility in determining how a paid absence from work is used. You are accountable to use your time to cover planned and unplanned events.

Eligibility: All full-time employees following the introductory period.

Accrual: Accrued PTO starts after your introductory employment period is complete. Permanent employees earn PTO according to the schedule below. You must be actively at work and be on SPSG's payroll to earn PTO. You will accrue PTO only during paid portions of company-approved leave of absence and will not accrue PTO during periods on unpaid company approved leave of absence. PTO accruals will resume upon return to active status (actively at work) following an approved leave of absence. If your employment is terminated, you will earn a pro-rated share to the last day worked.

Maximum Accrual: PTO earned but not taken defeats the purpose of providing the benefit. We strongly urge you to use your earned PTO each year. Full-time employees may accrue up to a maximum of one hundred fifty-two (152) hours. Once you reach the maximum, no further PTO is earned until accrued PTO is used, causing the total PTO to fall below the allowed maximum.

Pay-outs: Pay-outs on PTO can never exceed more than 50% of your total accrued PTO at the time of request. Pay-outs are based on executive staffs' discretion and availability of funds.

Balances: With each pay period, your pay stub will reflect your PTO balance. You will only be paid for PTO for which you have earned (accrued) and may not borrow against your accrual, causing a negative balance. Upon separation from SPSG, all unused PTO will be paid to you in your final paycheck up to the total allowed maximum PTO.

Accrual:

A maximum of one hundred fifty-two (152) hours may be accumulated. No PTO pay will be honored over one hundred (160) hours.

Requests: So we can properly plan time-off to meet operational needs while allowing employees time off for relaxation, travel, or doctor and dentist appointments, please submit all request to your supervisor well in advance. The needs of the business will generally be the determining factor for considering any PTO taken. All requests are subject to approval of your supervisor. In the event that more than one employee requests time off at the same time, and for business reasons it is determined that all requests cannot be accommodated, preference will be given to the employee with greater seniority, unless otherwise stated.

Request for PTO shall be made, if possible, fifteen (15) days in advance and shall be subject to approval by your supervisor.

A maximum of one hundred fifty-two (152) hours of PTO can be accrued for full-time employees. Hours per year (*) accrued are based on an eight (8) hour day.

Full-Time Seniority	Hours Per Year*	Accrual Rate Per Pay Period
1 year	128	4.92 Hours
2 years	136	5.23 Hours
3 years	144	5.54 Hours
4 years	152	5.85 Hours
5 years	160	6.15 Hours
6 years	168	6.46 Hours
7 years	176	6.77 Hours

ACCESS TO PERSONNEL FILES

SPSG maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, as well as other employment records. Personnel files are the property of SPSG and access to the information they contain is restricted. Only executive staffs of SPSG, who have a legitimate reason to review information in a file, are allowed to do so.

Employees who wish to review their file should contact the Executive Director or member of the executive staff. With reasonable advance notice, employees may review their own personnel files in SPSG's offices and in the presence of an individual appointed by SPSG to maintain the files.

HIRING OF RELATIVES

The employment of relations in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relations of persons currently employed by SPSG may be hired only if they will not be working directly for or supervising a relation or will not occupy a position in the same line of authority within the organization, higher or lower in the organization, who has the authority to review

employment decisions. If the relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within fourteen (14) calendar days, management will decide.

In other cases, where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify SPSG of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments or other such status reports should be accurate and current at all times. If any personnel data has changed, notify your supervisor.

ADMINISTRATIVE PAY CORRECTIONS

SPSG takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and those employees are paid promptly on the scheduled payday. In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their supervisor.

PAY DEDUCTIONS AND SETOFFS

The law requires SPSG makes certain deductions from every employee's compensation. Among these are applicable federal, state, county and local income taxes. SPSG also must deduct Social Security taxes on each employee's earnings up to a specified limit, termed the Social Security "wage base." SPSG matches the amount of Social Security taxes paid by each employee.

By law, the SPSG must withhold any garnishments that are mandated by federal, state, county or local agencies for child-support, liens, back taxes, etc. SPSG will make reasonable efforts to notify you of these garnishments prior to them taking effect.

SPSG will cover fifty percent (50%) of either the employees "family" (up to five children) or the spouse; not both. The employee is responsible for the remaining fifty percent (50%) and any additional dependents enrolled in the benefit plan are one hundred percent (100%) the responsibility of the employee. Premiums will be paid by the employee via payroll deductions. SPSG will make reasonable efforts to notify you of these garnishments prior to them taking effect.

WORK SCHEDULES

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

If these schedules are not able to be met by the employee, SPSG reserves the right to terminate you as an employee.

ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, SPSG expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness places a burden on other employees and on SPSG. In instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor and the SPSG's office two (2) hours in advance of the anticipated absence and thirty (30) minutes in advance of tardiness. Poor attendance and excessive tardiness are disruptive and may result in immediate termination.

If an employee is sick for three (3) consecutive work days, he or she may be requested to present a doctor's note to your supervisor upon returning to work.

BREAKS AND MEAL PERIODS

Each workday, full-time and part-time employee are provided with two (2) break periods, each fifteen (15) minutes in length for working a minimum of five (5) hours. Break periods are compensated and are to be dispersed evenly throughout your workday. All full-time and part-time employees are provided with one meal period of thirty (30) minutes when working an eight (8) hour workday. Employees will not be compensated for that time. When necessary, supervisors will schedule meal periods to accommodate operating requirements. It is your responsibility to take these breaks and meal when scheduled.

OVERTIME

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. NONEXEMPT (hourly) employees in the State of California on a regular full-time schedule will be paid overtime hours as follows:

1½ times your normal hourly rate for all hours worked in excess of eight (8) hours per workday, up to twelve (12) hours and in excess of forty (40) hours in a work week.

1½ times your normal hourly rate for the first eight (8) hours on the seventh (7th) consecutive day of work during the same workweek.

Double your normal hourly rate for all hours worked in excess of twelve (12) hours in a workday or after eight (8) hours on the seventh (7th) consecutive day of work during the same workweek.

Overtime is discouraged and if you feel you will need the extra time to perform your job adequately please review the overtime potential with your supervisor first.

All overtime work must receive the supervisor's prior authorization. In the case of the Executive Director, all work over eight (8) hours per day must be pre-approved in order to be compensated. Normally, no overtime will be pre-authorized except under

extraordinary conditions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purpose of performing overtime calculations. Employees who work overtime without receiving prior authorization from the supervisor may be subject to immediate termination.

PERSONAL LEAVE

SPSG may, at its sole discretion, grant employees a leave of absence without pay when sufficient personal reasons necessitate such a leave. Personal leave is not guaranteed. Requests for such leave of absence will be considered on the basis of a combination of factors, including the employee's length of service, performance, position, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the company.

Requests for leave must be submitted in writing and approved in writing by the Executive Director before the leave begins. Requests for extensions of leave must also be submitted in writing and approved in writing by the Executive Director before the extended period of leave begins.

In the case of a personal leave necessitated by a medical condition, SPSG requires a doctor's certification of illness or disability, the date the physician believes the leave of absence should begin and the estimated end of the disability or illness. In the event the leave exceeds the anticipated date of return, it is the employee's responsibility to provide further verification from his/her physician that he/she is unable to perform his/her job and the revised anticipated date of return. Before returning to work following a personal leave of absence necessitated by a medical condition, the employee shall submit a physician's verification stating the employee's ability to return to work.

SPSG reserves the right to determine the duration of the leave of absence, but no leave of absence shall exceed twelve (12) weeks. If an employee fails to return to work immediately after his/her leave of absence expires, the employee will be considered to have voluntarily resigned his or her position with SPSG.

An employee will continue to be covered under SPSG's health insurance plan on the same basis as if the employee had continued to work.

An employee must use all accrued PTO leave at the beginning of any otherwise unpaid leave period. After all accrued PTO benefits have been exhausted; any further leave will be unpaid. Because business operations may require a vacant position be filled, a leave of absence cannot guarantee a position will be available when the employee returns from leave. SPSG will, however, make an effort to place the employee in his/her previous position or a comparable job which the employee is qualified to perform. If no such position is available, the employee may be eligible for rehire as a new employee if he/she applies for an available position for which he/she is qualified.

JURY DUTY

Employees may be called upon to fulfill their civic obligations by serving jury duty. All regular full-time employees will be paid their regular wages while on jury duty up to a maximum of three

(3) working days per calendar year so long as they give SPSG reasonable advance notice of their obligation to serve jury duty. Any time served by the employee beyond this period shall be without pay. Employees other than regular full-time employees will be provided with unpaid time off to serve jury duty. The salary of an exempt employee will not be reduced for any week in which the employee works and also misses time to serve on a jury.

Evidence of jury-duty attendance must be presented to SPSG. The employee should continue to report for work on those dates or parts of days when excused from jury duty or when the jury duty does not conflict with his/her work schedule.

VOTING

Employees who can establish that they have insufficient time to vote outside of working hours will be granted a maximum of two (2) hours paid time off to be taken either at the beginning or end of the working day. Employees are to notify the Executive Director, and/or their supervisor, of any required time off in writing and two (2) working days in advance.

WITNESS DUTY

SPSG encourages employees to appear in court for witness duty if subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as a witness by SPSG, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than SPSG. Employees are free to use any available accrued but unused vacation time to receive compensation for the period of this absence.

It is the responsibility of the employee to bring a trial or deposition subpoena to the Executive Director, and/or the employee's regular supervisor, immediately upon receipt so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court or deposition schedule permits.

MILITARY LEAVE OF ABSENCE

SPSG will grant any employee who is called to uniformed service an unpaid military leave of absence in compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and applicable state laws. To receive a military leave of absence, the employee must be absent from work because of uniformed service in the United States Armed Forces or Reserves, National Guard, Commissioned Corps of the Public Health Service, or any other category of persons designated by the President of the United States in time of war or emergency.

Employees should notify the Executive Director in writing five (5) business days in advance of any expected military leave of absence (unless military necessity prevents such notice or it is otherwise impossible or unreasonable for the employee to provide advance notice). Employees may use any accrued PTO time in lieu of unpaid leave. As required by USERRA, SPSG will provide the employee and his or her covered dependents with an opportunity to continue health insurance benefits based on the length of the employee's leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Upon the employee's return from a military leave, reinstatement/reemployment will be provided in accordance with USERRA. SPSG may require the employee to provide documentation of the length and character of their uniformed service upon the employee's reinstatement if the service exceeds thirty (30) days.

SPSG supports the men and women of our armed forces and their families and prohibits discrimination against any employee because of uniformed service.

MILITARY SPOUSE LEAVE

California provides ten (10) days of unpaid leave of absence for spouses of the United States Armed Forces or Reserves, National Guard, or Army (who work an average of twenty (20) hours per week) while such personnel are on active duty and on a leave of absence from deployment in an area of military conflict.

Employees should notify the Executive Director in writing five (5) business days in advance of the expected start date of leave of absence.

BEREAVEMENT LEAVE

Regular full-time employees are eligible for two (2) days of paid bereavement leave per year for the death of an immediate family member. For purposes of this section, "immediate family member" means spouse, domestic partner, child, child of a registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, and parents-in-law.

Employees other than regular full-time employees may request up to two (2) days off without pay for bereavement leave. Employees may use any available earned unused PTO benefits in lieu of this unpaid bereavement leave.

DOMESTIC VIOLENCE/CRIME VICTIM LEAVE

SPSG is supportive of any employee who has been a victim of domestic violence or a victim of sexual assault. Unpaid leave is available for such employees to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her child.

Unpaid leave is also available for employees who are victims of domestic violence for any of the following purposes: (a) to seek medical attention for injuries caused by domestic violence or sexual assault; (b) to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault, (c) to obtain psychological counseling related to an experience of domestic violence or sexual assault; and (d) to participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

As a condition of taking time off for a purpose set forth above, the employee must give SPSG advance notice of the employee's intention to take time off, unless the advance notice is not feasible. When an unscheduled absence occurs, the employee, within a reasonable time after the absence, must provide SPSG one of the following:

- A police report indicating that the employee was a victim of domestic violence or sexual assault.
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
- Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

SPSG also provides leave for any employee who is a victim of a crime, or who is the immediate family member of a victim, in order to comply with a subpoena, or to attend judicial proceedings related to that crime. For purposes of this section, “immediate family member” means spouse, domestic partner, child, child of a registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Prior to taking leave, the employee must give SPSG a copy of the notice provided to the victim of each scheduled proceeding, unless advance notice is not feasible. When advance notice is not feasible, or an unscheduled absence occurs, the employee must provide SPSG with documentation evidencing the judicial proceeding as soon as possible thereafter.

Domestic violence/crime victim leave is unpaid. However, employees are free to substitute accrued vacation for unpaid domestic violence/crime victim leave. SPSG will maintain the confidentiality of an employee who requests domestic violence/crime victim leave, to the extent allowed by law.

SCHOOL VISIT LEAVE

SPSG encourages employees who are parents, guardians or custodial grandparents of a school-aged child, or a child attending a day care facility to be involved with their child’s educational activities. To facilitate this involvement, such employees may take up to forty (40) hours of unpaid time off per year to participate in school or day care related activities. In addition to taking time off to participate in a child’s school or day care activities, parents and guardians may take additional time off to appear at their child’s school because their child has been suspended.

Employees are requested to make arrangements for taking school-related time off with the Executive Director, and/or the employee’s supervisor, as far in advance as is practical. The Executive Director or supervisor, may request that an employee provide documentation at a particular school activity or event. No more than eight (8) hours of School Visit Leave may be taken in any one month.

PREGNANCY DISABILITY LEAVE (PDL)

If an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a PDL. If she is affected by pregnancy or related medical condition, she is also entitled to transfer to a less strenuous or hazardous position or duties. The transfer must be medically advisable, and an alternative position must be requested and available.

The PDL is for any period(s) of actual disability cause by pregnancy, childbirth or related medical conditions up to four months (or 88 workdays for a full-time employee) per pregnancy. The PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from child birth would all be covered by PDL. An employee who is granted a PDL of absence must utilize any accumulated sick leave benefits and/or vested vacation benefits available during the period of her leave. Any portion of a leave that occurs after all sick and vacation benefits have been exhausted shall be without pay. An employee on PDL may also be eligible for state disability insurance.

An employee on PDL is required to obtain a certification from her health care provider of her pregnancy disability or the medical advisability for a transfer. The certification should include:

1. The date when the employee became disabled due to pregnancy, or the date of the medical advisability for the transfer.
2. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer.
3. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to the persons, or a statement that, due to her pregnancy, the transfer is medically advisable.

Before returning to work following a PDL, a physician's statement certifying that the employee is able to perform her normal job duties must be presented to the supervisor. SPSG reserves the right to require a second medical opinion indicating the employee is fit for duty. In those instances, SPSG will determine the health care provider and pay the costs employed with such medical examination.

During PDL, an employee retains her employee status.

EMERGENCY CLOSINGS

Emergencies such as severe weather, fires, power failures or other circumstances may disrupt SPSG's operations. In extreme cases, these incidents may require the closing of the office. Employees may use available PTO to fulfill the loss of hours from that workday. If the office remains open during adverse conditions and you are unable to report to work, your time off will be charged to allowable personal days, if any are available.

If the office is officially closed, you will be paid for the time off and the hours will not be reflected in your personal day's allowance.

EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization. SPSG will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, repayment of outstanding debts to SPSG or return of SPSG-owned property. Suggestions, complaints, and questions can also be voiced.

Since employment with SPSG is based on mutual consent, both the employee and SPSG have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

PERFORMANCE EVALUATION

Supervisors and employees are strongly encouraged to discuss job performance and goals frequently. Performance evaluations are conducted at the end of an employee's introductory period in any new position. This period allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional performance evaluations are conducted to provide supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, and encourage and recognize strengths.

Performance evaluations are scheduled approximately every twelve (12) months.

EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, SPSG expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in immediate termination:

- Theft or inappropriate removal or possession of property
- Falsification of time-keeping records
- Work under the influence of alcohol or illegal drugs
- Possession, distribution, sale, or use of alcohol or drugs in the workplace, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Violation of safety or health rules
- Smoking while on the clock (excluding break periods)
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or absence without notice
- Unauthorized use of telephones, mail system or other employer-owned equipment
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Use of personal cell phone while on the clock (excluding break periods)

PROGRESSIVE DISCIPLINE

The purpose of this policy is to state SPSG's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. Although employment with SPSG is based on mutual consent and both the employee and SPSG has the right to terminate employment at will, at any time, with or without cause or advance notice, SPSG may use progressive discipline at its discretion.

Progressive discipline may or may not follow one or more of the following steps – verbal warning, written warning, or suspension without pay depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Any disciplinary action; verbal, written or unpaid suspension will be noted and kept in your employee file.

SPSG recognizes that there are certain types of employee problems that may result in either an immediate suspension or immediate termination without going through progressive discipline steps. We may use progressive discipline, however, in an effort to correct employee problems at an early stage, benefiting both the employee and SPSG.

PROBLEM RESOLUTION

SPSG is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from SPSG's supervisor and/or executive staff.

SPSG strives to ensure fair and honest treatment of all employees. Supervisors and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism. If employees disagree with established rules of conduct, policies, or practices, they can express their concern through an informal problem resolution procedure. No employee will be penalized for voicing a complaint with SPSG Board of Directors or Executive Director.

If a situation occurs where an employee believes a condition of employment or a decision affects them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to any other member of executive staff.
2. Supervisor responds to the problem during discussion or after consulting with executive staff. Supervisor documents discussion.
3. If supervisor does not respond to employee, employee presents problem to the Executive Director.

4. Executive Director counsels and advises employee, assists in putting problem in writing, visits with employee's supervisor(s) if necessary.

Not all problems can be resolved to everyone's total satisfaction. Every attempt will be made to bring the issue to a positive conclusion.

BUSINESS ETHICS AND CONDUCT

The continued success of SPSG is dependent upon our communities' trust and we are dedicated to preserving that trust. Employees have a duty to SPSG and its customers in the community, to act in a way that will merit the continued trust and confidence of the public. SPSG will comply with all applicable laws, regulations and expects its supervisors and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. Disregarding or failing to comply with this standard of business ethics and conduct could lead to immediate termination.

CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Transactions with outside firms must be conducted within a framework established and controlled by the SPSG Executive Staff of SPSG. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately either benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific board of director approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of SPSG's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

If employees have influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the SPSG Executive Staff of SPSG as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

No supervisor or employee of the SPSG is allowed to enter into or sign a contract that binds the SPSG to any particular vendor.

USE OF PHONE AND MAIL SYSTEMS

Employees may be required to reimburse SPSG for any excessive charges resulting from their personal use or loss of their company cell phone. To ensure effective communications, employees should always use the approved greeting and speak in a courteous and professional manner. The use of SPSG-paid postage for personal correspondence is not permitted.

COMPUTER AND E-MAIL USAGE

Computers, computer files, the e-mail system and software furnished to employees are SPSG property intended for business use only. Employees should not use a password, access a file, or retrieve any stored communication without prior authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored. SPSG may install a variety of screening programs and other security systems to assure the safety and security of SPSG's network. Any employee who attempts to disable, defeat, or circumvent any SPSG security facility may be subject to immediate termination.

SPSG strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, SPSG prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

SPSG purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, SPSG does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. SPSG prohibits the illegal duplication of software and its related documentation.

Employees are prohibited from adding personal software to their computers without the knowledge and consent of the Executive Director or President. Employees who violate this policy may be subject to immediate termination.

INTERNET USAGE

Internet access to global electronic information resources on the World Wide Web is provided by SPSG to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, personal use may be permitted with prior authorization.

Employees are reminded that chats and newsgroups are public forums where it is inappropriate to reveal confidential SPSG information, customer data, trade secrets, and any other material covered by existing SPSG non-disclosure policies and procedures. Employees releasing protected information via a newsgroup or chat – whether or not the release is inadvertent - will be subject to all penalties under the existing policy. All Internet data is considered to be part of the official records of SPSG and is subject to disclosure to law enforcement or other third parties. Employees should always ensure that the business information contained in Internet e-mail messages is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of SPSG. As such, SPSG reserves the right to monitor Internet traffic, retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person, or

unauthorized public speaking, and misappropriation or theft of intellectual property. Examples of unacceptable content may include but are not limited to: sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonable offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. No employee may use the SPSG Internet facilities to deliberately propagate any virus, worm, Trojan horse, or trap-door program code. No employee may use the SPSG Internet facilities knowingly to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.

Abuse of the Internet access provided by SPSG in violation of law or SPSG policies may result in immediate termination. Employees may also be held personally liable for violations of this policy.

BUSINESS TRAVEL EXPENSES

SPSG will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Executive Director. When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by SPSG.

Employees are expected to limit expenses to reasonable amounts. When travel is completed, employees should submit completed travel expense reports within thirty (30) days. Reports should be accompanied by receipts for all individual expenses.

Car Use: At certain times, you will need to use your own vehicle to travel to work-related destinations. It is very important that you notify your insurance company that you will be using your car for work, as many companies must have this information on file in the event of an accident during work hours.

SPSG pays the same mileage reimbursement rates as currently set by the Federal Government. We will reimburse for either mileage at the prevailing Federal rate, or direct gas expense, but not both. Direct gas expense claims must have valid receipts. For mileage reimbursement, we will reimburse you for mileage beginning from our facility, out to the destination, and back to our facility. Mileage claims must be accompanied by a log showing odometer readings from departure to arrival and total miles traveled. SPSG does not reimburse for your mileage between your home and our facility. Any exceptions are to be discussed with your supervisor.

When you have a destination where you need to pay for parking or pay a toll, always obtain a receipt, turn it in with your hours/mileage sheet and SPSG will provide reimbursement for you. SPSG cannot reimburse without a receipt.

Hotel Accommodations: Employees should secure hotel accommodations within a reasonable rate. At a maximum, hotel accommodations should not exceed a rate of four hundred dollars

(\$400) per night unless otherwise approved in advance by the Executive Director or SPSG executive staff. When booking reservations, always ask for the corporate rate or any other special discount rate for which you might be eligible.

Meals: Meal expenses, whether paid separately or charged to a hotel bill and inclusive of tips, should be kept within a reasonable rate.

Business Entertainment: Business entertainment must be documented carefully pursuant to SPSG policy. All charges for business entertainment must be accompanied by a list of the parties in attendance and the business reason for the expense. It is recommended that approval be obtained by the SPSG Executive Staff prior to incurring business entertainment expenses to ensure reimbursement.

Other Expenses: Alcoholic beverages will only be reimbursed in connection with business entertainment after working hours and only when the business entertainment is properly documented. Other sundries such as in-room movies, mini-bar purchases, dry cleaning, spa or gym expenses, etc., are the employee's personal responsibility and are not reimbursed by SPSG.

Abuse of the business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee may result in immediate termination.

COMPANY-ISSUED CREDIT CARD(S)

SPSG company-issued credit cards are intended for business use only. All individualized use for the credit card must be approved in advance by executive staff. When approved, the actual receipt of the purchase should be sent directly to the Operations Manager. Employees are expected to limit costs to reasonable amounts when using a company-issued credit card.

Abuse of the use of company-issued credit cards for business purposes may result in immediate termination. Abuse of the use for non-business purposes will not be tolerated and will result in immediate termination.

USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. All repair facilities must be preapproved by executive staff.

Supervisors and employees are not allowed to take SPSG equipment or vehicles to their personal vendors. Also, no supervisor or employee is allowed to use equipment or vehicles for personal use without permission from executive staff.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in

immediate termination. Supervisors and employees will be held financially responsible for avoidable traffic and parking violations.

LOSS PREVENTION

The protection of SPSG's assets is every employee's concern because of the impact of losses of any kind has on the organization's cash flow. Each individual has the responsibility to report to their supervisor any circumstances or actions that could result in loss for SPSG. In addition, each employee has the obligation to cooperation in the investigation of possible loss situations.

Assets of SPSG include, but are not limited to:

Products, equipment, vehicles, materials, packaging, cash, checks, invoices, office and shop supplies, documents, records, and confidential information.

Loss Prevention Issues:

1. Dishonesty in any form.
2. Misappropriation and/or unauthorized use of SPSG equipment, property, etc.
3. Fraudulent use of SPSG documents.
4. Serious violations of SPSG policy including time card manipulation.
5. Removal of any SPSG property from the location without verbal or written permission.
6. Violation of any Local, State, Federal or Public law such as weapons, narcotics, and/or acts of violence.
7. Falsification of SPSG documents, such as employment applications, invoices, receipts, or checks.

This listing, while not all-inclusive, represents major areas of concern that may result in loss to SPSG, employees, or customers.

Prosecution: In appropriate cases, an employee will not only be terminated, but may be turned over to the appropriate law enforcement authorities for prosecution.

RETURN OF PROPERTY

Employees are financially responsible for items issued to them by SPSG or in their possession or control, such as the following: keys, cellular phones, gas cards, tools, equipment, vehicles, and office supplies.

Employees must return all SPSG property immediately upon request or upon termination of employment. Where permitted by applicable laws, SPSG may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. SPSG may also take all action deemed appropriate to recover its property.

SOLICITATION

In an effort to ensure a productive and harmonious work environment, persons not employed by SPSG may not solicit or distribute non-work related literature in the workplace at any time for any purpose. Employee solicitation of co-workers should have prior approval from their

supervisor. The posting of written solicitations on SPSG bulletin boards or email is prohibited. Bulletin boards and email are reserved for official organization communications.

WORKPLACE MONITORING

Workplace monitoring may be conducted by the SPSG to ensure quality control, employee safety, security, and customer satisfaction. Computers furnished to employees are the property of SPSG. As such, computer usage and files may be monitored or accessed.

SECURITY INSPECTIONS

SPSG wishes to maintain a safe work environment. Desks, lockers, and other storage devices may be provided for the convenience of employees but remains the sole property of SPSG. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of SPSG at any time, either with or without prior notice.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at SPSG, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. Prolonged or frequent visits by family and friends are discouraged during working hours.

Employees are responsible for the conduct and safety of their visitors. If an unauthorized individual is observed on SPSG premises, employees should immediately notify their supervisor or take appropriate action, as necessary.

WORKPLACE VIOLENCE PREVENTION

SPSG is committed to preventing workplace violence and to maintaining a safe work environment. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence should be reported as soon as possible to your immediate supervisor or any other member of the executive committee. All suspicious individuals or activities should also be reported as soon as possible to a supervisor.

SPSG will investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. SPSG may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines may be subject to immediate termination.

SPSG encourages employees to bring their disputes or differences with other employees to the attention of their supervisors before the situation escalates into potential violence. SPSG is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

WORKPLACE SAFETY

SPSG provides information to employees about workplace safety and health issues through regular meetings, bulletin board postings, memos, or other written communications. Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor. Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, or cause hazardous or dangerous situations may be subject to immediate termination.

As an additional safety precaution, SPSG will be providing you with reflective safety vests that must be worn at all times. Also, no amplified sound (i.e., headsets, radios, iPods, etc.) are permitted on your cart or on your persons during working hours (excluding break periods).

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor and executive staff. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

SEXUAL AND OTHER UNLAWFUL HARASSMENT

SPSG is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Executive Director or another member of the executive staff. Employees can raise concerns and make reports without fear of reprisal.

Procedure:

1. When possible, confront the harasser and persuade him/her to stop.
2. Provide a written or oral complaint to your own supervisor or to any other SPSG supervisor or executive staff. Include all details on the incident(s), names of individuals involved and the names of any witnesses.

3. Supervisors will refer all sexual harassment complaints with the Executive Director and /or executive staff. SPSG will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.
4. If SPSG determines that unlawful harassment has occurred, it will take effective remedial action in accordance with the circumstances. Any employee of SPSG determined to be responsible for unlawful harassment may be subject to immediate termination.
5. SPSG will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, or co-workers.

DRUG AND ALCOHOL USE

It is the desire of SPSG to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on the premises and while conducting business-related activities off the premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor without fear of reprisal.

PERSONAL APPEARANCE (DRESS CODE)

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image SPSG presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirement of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

The following is a current dress code for all SPSG employees, including temporary employees. SPSG will provide maintenance permanent employees with approved hat, shirts, sweaters and vests; all other portions of dress code must adhere to guidelines below. Probationary employees must adhere to the guidelines below until a permanent uniform is issued.

This policy was established with employee safety and protection in mind.

- Clothes should be comfortable and appropriate for the workplace. Short-shorts, loose tank tops, and bare midriffs are not permitted. T-shirts with inappropriate wording or pictures are also not permitted.
- Shoes must cover the entire foot. Sturdy work shoes are strongly recommended for in the field. No open-toe or open-side shoes are allowed except for in an office setting.
- Jewelry that may create a safety hazard is not allowed.

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- In some positions, long fingernails may make job tasks difficult. It is recommended that fingernails are kept at a moderate to short length.
- No facial piercings shall be permitted on the job once the employment relationship has commenced;
- No facial tattoos or tattoos that promote a controversial points of view or ideological positions shall be allowed to be revealed in easily seen uncovered parts of the body.

Consult your supervisor if you have questions as to what constitutes appropriate attire.

SMOKING

In keeping with SPSG's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. Employees need to follow the standard break schedule; additional breaks for smokers are not acceptable. Smokers are also responsible for their own trash. This policy applies equally to all employees, customers, and visitors.

NON-DISCLOSURE AND SIGNATURES

As a condition of employment, employees specifically agree by initialing each page of this document that during the term of their employment, and for a period of six (6) months following their initial employment with SPSG, that the employee shall not in any way use or divulge, disclose or communicate with any person, firm or company, any confidential information affecting or related to the company, SPSG, or its customers, and that such information is a valuable trade secret. The disclosure or unauthorized use of trade secrets will cause irreparable injury to SPSG and its customers; such violations will entitle SPSG to injunctive relief and the recovery of costs and attorneys' fees against the employee.

I, _____ (print name), hereby understand the above stated policies and agree to uphold them.

Signature

Date

Executive Director

Date

SPSG

Date